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| 1. | Complaint |
| 2. | Coversheet |
| 3. | Certificate Re: Compulsory Arbitration Pursuant to Rule 72 |
| 4. | Demand for Jury Trial |
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| 8. | Notice of Removal of Action to the United States District Court, District of Arizona |

EXHIBIT 1

CHRIS DEROSE
 Clerk of the Superior Court
 By Vanessa Martinez, Deputy
 Date 11/21/2018 Time 15:27:53
 Description Amount
 ----- CASE# CV2018-097217 -----
 CIVIL NEW COMPLAINT 333.00

 TOTAL AMOUNT 333.00
 Receipt# 26912871

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Russell A. Smith, a single man,
 Plaintiff,

v.

WM Corporate Services, Inc., a Delaware
 corporation; John and Jane Does I-X;
 Black Corporations I-X; White
 Partnerships I-X; and Red Limited
 Liability Companies I-X,
 Defendants.

Case No.: CV CV2018-097217

COMPLAINT

(Violation of the Americans With
 Disabilities Act; Retaliation in Violation of
 the Americans With Disabilities Act; Age
 Discrimination)

(Jury Trial Requested)

Plaintiff, Russell A. Smith, by and through his counsel undersigned, and for his Complaint,
 alleges as follows:

1. Plaintiff is a single man who was at all times relevant to this action a resident of Maricopa County, Arizona.
2. Defendant WM Corporate Services, Inc. is a Delaware corporation doing business in Maricopa County, Arizona.
3. WM Corporate Services ("WM") maintains substantial, systematic, and continuous contacts with the State of Arizona.

1 4. At all material times hereto, Plaintiff was an employee of WM within the definition
2 of 29 U.S.C. § 630(f), and interpretive cases and authorities, of the Age Discrimination in
3 Employment Act of 1967, 29 U.S.C. §§ 621-634 ("ADEA"), as amended and modified, 42 U.S.C.
4 § 12111(4) of the Americans With Disabilities Act ("ADA"), as amended, and the Americans
5 With Disabilities Act Amendments Act ("ADAAA").

6 5. At all times relevant to this action, WM was an employer as defined in 29 U.S.C.
7 § 630(b), and interpretive cases and authorities, of the ADEA, as amended and modified, and 42
8 U.S.C. § 12111(5) of the ADA, as amended.

9 6. John and Jane Does I-X, Black Corporations I-X, White Partnerships I-X, and Red
10 Limited Liability Companies I-X are fictitious individuals or entities who may be liable to
11 Plaintiff for all or part of his damages. At this time, the true names of these individuals or entities
12 are not known, but leave of court will be sought to add their true names at such time as they are
13 discovered.

14 7. The events giving rise to these causes of action occurred in Maricopa County,
15 Arizona within the jurisdiction of this court.

16 8. This court has subject matter jurisdiction over Plaintiff's claims.

17 **BACKGROUND FACTS**

18 **I. Plaintiff's work history with WM and job performance.**

19 9. Plaintiff is a 59-year-old male who suffers from diagnosed severe obstructive sleep
20 apnea ("OSA").

21 10. Plaintiff applied for a position with WM in early 2014. WM hired Plaintiff as a
22 sales manager and he began working at WM on February 10, 2014. Plaintiff held this position
23 until his involuntary termination effective October 2, 2015, over nineteen months later.

24 11. Plaintiff's job duties and responsibilities as an inside sales manager included, but
25 were not limited to: overseeing the daily operations of a team of 12 to 17 sales people, assisting
26 with customer interactions; coaching and training his sales team to improve performance;
27 scheduling and conducting team meetings; documenting relevant behaviors of the individuals he
28 supervised and reviewing the information with human resources; motivating his team to exceed

goals on a monthly basis; interacting with all area sales directors (ASD) for the 15 markets into which his team sold, which included discussing deals, agreeing on opportunity pricing, working with field personnel to achieve customer satisfaction; and other tasks and responsibilities.

12. Plaintiff has over 26 years of experience in the sales industry. He was fully qualified for his position as an inside sales manager.

13. Prior to the events giving rise to his termination, Plaintiff's job performance was always at least satisfactory, and more often, above expectations.

14. In Defendants' Arizona sales center office, there were nine sales teams, each headed by a sales manager. The team Plaintiff managed for most of his employment, eBusiness, was a top performing team in the sales center for every month he oversaw it. It was one of the focused areas of growth for WM.

15. During the over 17 months Plaintiff managed the eBusiness team at WM, he never finished below 154% to plan in any quarter and he averaged in excess of 160% to plan, despite an increase of individual sales goals from \$5,000 per month to \$10,000 per month during this time frame. Plaintiff also maximized his quarterly commission every quarter he managed the eBusiness team. According to Brad Cea, Plaintiff's supervisor, Plaintiff was the only manager to attain this level of success during the time he was employed by WM.

16. In Plaintiff's year-end performance appraisal for 2014, dated March 10, 2015, Plaintiff's supervisor, Brad Cea wrote,

[Plaintiff] had a strong start to his career at the Sales center. The eBusiness team achieved 165% to goal for 2014.

Goal: \$656,516

Actual: \$1,084,717

Revenue per FTE increased which allowed for better productivity and effectiveness with the sales leads. Leads were down -20% from prior year, but the team still achieved over \$100,000 in December.

Overall, [Plaintiff] had a good start to his career with WM. The eBusiness team exceeded goal and were more effective in revenue per headcount. [Plaintiff] is a consummate sales professional and attempted to instill some of his sales best

1 practices into his team. [Plaintiff] did a great job with consistent accountability with
 2 most of our processes and appreciate that [Plaintiff] was always open to
feedback and suggestions. [Plaintiff] is coachable and has the desire to help the
team achieve the best results.

3 *****

4 [Plaintiff] has a strong drive to exceed results and implemented a very successful
 5 contest. [Plaintiff] created an environment of reliability and accountability on his
 6 team. [Plaintiff] integrated with the team very quickly and pushed performance to
 7 a higher level in each month. [Plaintiff] achieved Manager of the Month for two
months. His team appreciated his consistent and fair approach and [Plaintiff]
built credibility amongst his representatives.

8 (Emphasis added.)

9 17. For his mid-year performance appraisal for 2015, dated March 10, 2015, Plaintiff's
 10 supervisor observed that Plaintiff "[k]nocked it out of the park."

11 18. Plaintiff also received positive feedback from members of his team. On May 29,
 12 2015, Jhera Ricks wrote to Brad Cea and Mr. Cea's supervisor, Dave Swedler, the following
 13 regarding Plaintiff:

14 ... I wanted to reach out to you to take the time to acknowledge someone on my
 15 team. I know in our all hands meetings we always discuss customer wins and the
 16 success that we have on the phone but it's not often that we recognize outstanding
 17 leadership. I am just returning to my team after having been on leave for 4 months.
 18 I was a bit apprehensive about being able to come back and have the success that I
 19 wanted to have right away. Not only was I welcomed back with open arms but my
 20 manager, [Plaintiff], took the time to make sure I was confident to navigate through
 21 all of my systems and jump back on the phones. He asked me if he could do
 anything to help me get back in the swing of things. The special part was that I
 knew he had the utmost confidence in me. Even with the new goal at \$7,000, he
 knew that I would knock it out of the park and make my way up the leaderboard.
 Considering that I had trouble getting access to my phones and all my systems for
 4 days after I got back, had no pre-sales, and was a bit rusty, I was understandably
 a bit nervous. (I did reach my goal in less than 3 weeks!)

22 In the 10 years that I have been working, I have never had a manager like [Plaintiff].
 23 He is hardworking, trustworthy, exudes strong leadership and he pushes each person
 24 on my team to be the best that they can be. I am not even sure if one can give their
 25 own manager points but if I could, I would give him 10,000 with no hesitation. If I
 26 am not able to do that, the least I can do is let you know how phenomenal of a job
 [Plaintiff] is doing and has done with my team. Too often people dwell on the
 negative things in life and do not give the same attention to the positives. Thank
 you for taking the time to hear my voice. I appreciate it.

27 19. Additionally, Trisha Carmona, a sales coordinator in the sales center for WM,
 28 wrote the following, copying Brad Cea, regarding Plaintiff on July 29, 2015:

1 I just wanted to say thank you for all you have done for the eBusiness Team! I have
 2 definitely appreciated things you've done for me personally but on a bigger scale,
 3 what you've done for the team. I care about those guys as much as you do, and I
 4 just wanted you to know how much they care about you. I've always heard nothing
 5 but great things from everyone, some in one on one convos and some in a groups
 6 [sic]. Either way, they all feel the same about you. They rave about you and they
 7 know that you are really the FIRST and ONLY Manager who's really gone to bat
 8 for them, had their backs and who was willing to fight and stick your own neck out
 9 for them. They appreciate you more than you know and losing you will be a big hit
 10 to the team. Know that the whole team supports and cares for you... and most of
 11 all... we thank you!

8 **II. Plaintiff's disability.**

9 20. Prior to starting his employment with WM, Plaintiff experienced episodes of
 10 extreme fatigue. On occasion, he would fall asleep mid-sentence while speaking with friends.
 11 Because of this, Plaintiff spoke to his doctor and a sleep study was prescribed.

12 21. Shortly after beginning work at WM, Plaintiff told his supervisor, Mr. Cea, that he
 13 was experiencing sleep problems and that he was going to have a sleep study performed to
 14 determine the cause. Plaintiff underwent the sleep study in or around March 2014.

15 22. On or around April 15, 2014, Plaintiff met with the doctor who performed the sleep
 16 study to discuss the results. Plaintiff was diagnosed with severe obstructive sleep apnea ("OSA")
 17 and a CPAP was prescribed. Plaintiff immediately scheduled a meeting with a respiratory
 18 therapist to receive training on the use of and to obtain the CPAP. On the day of his appointment
 19 with the respiratory therapist, prior to leaving the office, Plaintiff discussed with his supervisor,
 20 Mr. Cea, in detail, the sleep problems he had been experiencing, the sleep study that had been
 21 performed to determine the cause of his sleep problems, his diagnosis of OSA, and the treatment
 22 that had been prescribed. Mr. Cea told Plaintiff that his (Mr. Cea's) brother also had been
 23 diagnosed with sleep apnea and was prescribed a CPAP, but he did not like using it. Sometime
 24 later, after Plaintiff had used his CPAP for a short time, Plaintiff again spoke with Mr. Cea about
 25 his diagnosis and told Mr. Cea about the benefits he had seen from his use of the CPAP.

26 23. On or around March 7, 2014, shortly after Plaintiff underwent his sleep study, but
 27 before learning of his diagnosis of OSA (in April 2014), Plaintiff fell asleep during a manager's
 28 training class. His supervisor, Brad Cea, verbally warned him about sleeping on the job. As

1 described above, approximately a month later, Plaintiff learned of his diagnosis of OSA and
2 discussed the diagnosis with Mr. Cea.

3 24. Several months later, on August 1, 2014, during a meeting with other managers
4 and Mr. Cea held at 3:00 p.m. and lasting several hours, Plaintiff became tired. He closed his
5 eyes several times during the meeting, but he did not fall asleep. Plaintiff had been awake since
6 12 hours prior to the meeting, which commenced one hour after the work day was scheduled to
7 conclude, and together with the conference room being warm, Plaintiff became groggy, but he
8 never fell asleep. Again, Mr. Cea verbally warned Plaintiff about sleeping on the job.

9 **A. Plaintiff received an unjust and unwarranted written warning.**

10 25. In September 2014, Mr. Cea showed Plaintiff a "Written Warning" dated August
11 26, 2014, which he intended to give Plaintiff regarding several alleged performance problems:
12 (1) nodding off / sleeping at work for the incidents on March 7 and August 1, 2014 described
13 above; (2) improper attention to details and failing to follow standard processes and practices;
14 (3) internal communications with company stakeholders; and (4) his work schedule. The
15 "Written Warning" was not written on a WM approved disciplinary form. In fact, Mr. Cea
16 disregarded WM's policies and protocol and did not go through WM Human Resources with the
17 document before presenting it to Plaintiff.

18 26. Not only was the written warning prepared and presented in violation of WM's
19 company policies and procedures, it was also unjust and unwarranted. The allegation of improper
20 attention to details and failing to follow standard processes and practices was regarding Mr. Cea's
21 direction to Plaintiff to post a job opening and interview prospective candidates for a sales
22 representative position on Plaintiff's team due to an employee being on Family and Medical
23 Leave Act ("FMLA") leave since February 2014. After Plaintiff posted the job, interviewed a
24 number of candidates, and found an individual he wanted to hire, Mr. Cea told Plaintiff to cancel
25 the job opening because another employee who had taken FMLA leave had been given a year to
26 return to his position and for consistency he needed to do the same for this employee. Mr. Smith
27 emailed the individual he wanted to hire and advised him that the position was no longer available
28 due to an FMLA issue and that he was sorry, but he no longer had an open position. The

1 individual, who was a current employee of WM in its customer service center, complained to
2 Human Resources, alleging that the position had been offered him and that he wanted the
3 position. Plaintiff, in fact, never offered the individual the position, which in accordance with
4 WM policy would have required a letter extending the offer in writing.

5 27. The allegation of internal communications with company stakeholders was
6 regarding a prospective customer who had been rude to and hung up on at least three members
7 of Plaintiff's team. When the customer called back, Plaintiff attempted to talk to her. The
8 customer also hung up on Plaintiff. The customer next contacted Waste Management's corporate
9 office. The area sales director, Mark Olver, called Plaintiff and asked him to work with the
10 customer. Plaintiff told Mr. Olver that the customer had hung up on at least three people from
11 his team as well as him, and that he thought it would be best to handle the customer from within
12 the local Southern California field office. Plaintiff then provided Mr. Olver with the customer's
13 information. Plaintiff never heard about this matter again.

14 28. Finally, regarding the allegation of Plaintiff's work schedule, at the time Plaintiff
15 interviewed for his sales manager position at WM, he told both Mr. Cea and Dave Swedler,
16 Senior Director Corporate Sales Optimization, that he did personal training in the afternoons.
17 Mr. Cea responded that would not be a problem because they needed a manager who could open
18 at 4:30 a.m. and complete his shift by 2:00 p.m. every day. Therefore, Plaintiff accepted the
19 position with the understanding that he would work from 4:30 a.m. to approximately 2:00 p.m.
20 every day and would not be required to work rotating shifts. Later, however, Mr. Cea began
21 asking Plaintiff to come in later to work and stay later. Each person on Plaintiff's team knew he
22 or she could reach Plaintiff via cell phone or email and that he responded to all requests until all
23 team members left for the day. Mr. Cea alleged that the sales consultants who worked later did
24 not receive the same attention from Plaintiff and that their sales were suffering. However, this
25 was not true. The individuals who stayed later in the day never missed making a monthly goal
26 whereas two of the individuals who worked the earliest hours each missed a goal one month
27 during the nearly 18 months Plaintiff oversaw the team. Additionally, Plaintiff met with the other
28 managers in the sales center twice and asked them if his working the opening schedule was

1 adversely impacting their work or personal schedules and if anyone would like to open in his
2 stead. Everyone responded that they did not want to open in place of Plaintiff and that his
3 schedule did not affect their schedules or performances. Therefore, Plaintiff believed that there
4 was appropriate coverage not only for the sales center, but for his team with his 4:30 a.m. to
5 approximately 2:00 p.m. schedule.

6 29. For the reasons described above, Plaintiff denies the allegations in the written
7 warning.

8 30. Additionally, Plaintiff was never spoken to or given a verbal warning about most
9 of the allegations in the write up.

10 31. During Plaintiff's employment with WM, another employee, Michael Sherman,
11 similarly fell asleep at work. Mr. Cea knew about it, and he did not discipline Mr. Sherman, who
12 was a non-disabled employee.

13 32. At the time Mr. Cea showed Plaintiff the written warning, Plaintiff reminded Mr.
14 Cea about his diagnosis of OSA and that he was currently being treated by a doctor regarding his
15 medical condition/disability. Mr. Cea responded that Plaintiff's diagnosis and treatment did not
16 matter because Plaintiff had violated company policy.

17 33. Plaintiff complained to Mr. Cea that the warning was unfair, refused to sign it, and
18 asked for a meeting with Dave Swedler. At no time did Mr. Cea inquire whether Plaintiff needed
19 an accommodation or time off to deal with his serious medical condition/disability.

20 34. Shortly thereafter, Plaintiff provided his supervisor, Mr. Cea, and human resources
21 with a letter from his doctor, dated September 29, 2014, confirming Plaintiff's diagnosis of OSA
22 in March 2014.

23 35. Later, after providing the September 29, 2014 letter to Mr. Cea and human
24 resources, Plaintiff met with Mr. Swedler and told Mr. Swedler that he believed he was being
25 unfairly disciplined because of his medical condition/disability. Mr. Swedler responded that he
26 would review the situation and speak with Mr. Cea.

27 36. On October 8, 2014, Mr. Cea again met with Plaintiff and gave him the August 26,
28 2014 written warning to sign. Mr. Cea told Plaintiff that Mr. Swedler told him to handle this

1 disciplinary action as he saw fit. After Plaintiff read the written warning, Mr. Cea told Plaintiff
2 that if he signed the warning now, he (Mr. Cea) would keep it in his file (not send it to human
3 resources) and that if Plaintiff showed improvement in the next ninety days it would not go in his
4 personnel file and it would be as if there had never been a written warning. Plaintiff asked Mr.
5 Cea if Mr. Cea would give the write up to him if his performance improved after ninety days.
6 Mr. Cea responded, "no", that he would keep the write up in the event he needed it for
7 documentation to terminate Plaintiff's employment at some point, in effect holding the write up
8 over Plaintiff's head. Although Plaintiff disagreed with the allegations in the written warning,
9 he signed the written warning on October 8, 2014.

10 37. Some months later, Plaintiff met with Corina Hernandez, Human Resources
11 Manager, and told Ms. Hernandez about the October 8, 2014 write up. Ms. Hernandez told
12 Plaintiff that she was unaware of any write up. Plaintiff showed Ms. Hernandez a copy of the
13 write up (prepared on makeshift letterhead and not the WM approved disciplinary form) and
14 explained why he believed it was unjust and unwarranted. Additionally, he told Ms. Hernandez
15 about Mr. Cea's statements to him about Mr. Cea's plan to keep the write up to use for
16 documentation in the future to terminate him. After looking into this situation, Ms. Hernandez
17 stated to Plaintiff that as far as she was concerned, "this [the write up] never happened."

18 38. Confirming the specious nature of the October 8, 2014 written warning, Plaintiff's
19 annual review, issued by Mr. Cea in March 2015, made no mention of the purported deficiencies
20 contained in the October 2014 written warning and, to the contrary, stated that Plaintiff's
21 performance for the entire year met or exceeded expectations.

22 **B. Plaintiff is asked to work rotating shifts.**

23 39. Beginning in or around March 2015, Mr. Cea frequently requested that Plaintiff
24 work rotating shifts, even though Plaintiff had been promised at the time of his hire that he could
25 work from 4:30 a.m. to approximately 2:00 p.m. every day. According to Mr. Cea and Mr.
26 Swedler, it was necessary that Plaintiff work a rotating shift because the employees he supervised
27 worked from 5:00 a.m. to 5:00 p.m. every day. However, the phone activity for eBusiness was
28 heaviest between 5:00 a.m. and early afternoon and significantly dropped off after 3:00 p.m.

1 every day. Therefore, business necessities dictated that Mr. Smith should work earlier in the day.
2 Additionally, Plaintiff was always available to the employees he supervised by cell phone and/or
3 email until the work day ended at 5:00 p.m. and often later. Moreover, Plaintiff's team
4 consistently exceeded goals and was frequently the top team in the sales center, strongly
5 suggesting there was no legitimate business reason to require Plaintiff to work rotating shifts.
6 Finally, due to his medical condition, working rotating shifts would exacerbate Plaintiff's
7 symptoms of OSA and adversely affect his work performance. No other managers were similarly
8 required to work rotating shifts nor was any former manager of the eBusiness team asked to work
9 a rotating schedule.

10 **C. Plaintiff requests FMLA leave.**

11 40. Because of Plaintiff's disability, and at the suggestion of his doctor, around March
12 30, 2015, Plaintiff contacted WM and requested intermittent FMLA leave to take time off of
13 work and receive medical treatment. Mr. Cea had been making ongoing demands that Plaintiff
14 work rotating shifts despite Plaintiff's report that it would exacerbate his disability. No one
15 within WM engaged in an interactive process in response to Plaintiff's request for an
16 accommodation for his medical condition. Notwithstanding, Plaintiff's doctor completed a
17 Certification of Healthcare Provider for Employee's Serious Health Condition, dated April 2,
18 2015. Shortly thereafter, Plaintiff and WM received a letter from Sedgwick Claims Management
19 Services, Inc. dated April 7, 2015, approving his FMLA leave from March 31, 2015 through
20 September 30, 2015. From this request, WM was unmistakably aware of Plaintiff's need for an
21 accommodation.

22 **D. Plaintiff is forced to change his work hours.**

23 41. On April 17, 2015, in response to Mr. Cea's continuing frequent requests that
24 Plaintiff work rotating shifts, Plaintiff sent an email to Mr. Cea stating:

25 After speaking with Laurie and the hours she kept while overseeing eBusiness[,] I
26 think I have an excellent solution. Starting next week[,] I will be in the office 7:00
27 – 15:30. With this schedule[,] I will catch the last six hours of the earliest to arrive
and be with the closers for six and one[-]half hours.

28 Please let me know if this meets your expectations.

1 42. On April 17, 2015, Mr. Cea responded to Plaintiff's email, "[i]f you believe this
2 provides the best coverage for your team, then please move forward. Is Rick going to continue
3 to open?" Plaintiff responded, "[h]e will and I will certainly be coming in earlier than 7:00 since
4 I will be up any way." Thereafter, Plaintiff reluctantly began working a different shift.

5 43. Under the new schedule, Plaintiff commenced working before 7:00 a.m. and
6 usually left work at approximately 3:30 p.m.

7 **III. Plaintiff requests a reasonable accommodation.**

8 44. The new schedule proved to be a challenge for Plaintiff's disability. Unable to
9 adjust his internal clock to sleep later than 3:00 a.m., Plaintiff realized that the most beneficial
10 accommodation would be to revert to 4:30 a.m. to 2:00 p.m., and on May 20, 2015, Plaintiff
11 submitted a formal written request to do so. Plaintiff submitted a formal request to human
12 resources for a reasonable accommodation due to his medical condition so that he could work
13 the hours he had worked since the beginning of this employment. In his request, Plaintiff wrote
14 that he had recently sought guidance from the EEOC regarding the written warning he received
15 October 8, 2014 and Mr. Cea's requests to change his work hours after 15 months. Additionally,
16 he stated that he was concerned that working different shifts would adversely affect his health
17 and ability to perform his job. Following this request, Ms. Hernandez met with Plaintiff
18 regarding his request for a reasonable accommodation. Later, Plaintiff's request was effectively
19 denied.

20 45. On May 26, 2015, Plaintiff was told to work from 7:00 a.m. to 4:00 p.m. (or 3:30
21 p.m. if he took a 30 minute lunch), effectively denying his accommodation request to work from
22 4:30 a.m. to 2:00 p.m. He was told this schedule was to remain in place until WM completed a
23 review of Plaintiff's ADA accommodation request.

24 46. Shortly thereafter, Ms. Hernandez sent Plaintiff a Request For Limited Medical
25 Information form, which Ms. Hernandez requested Plaintiff's doctor complete and return to her.
26 The form asked Dr. Arpino to "describe the accommodations that will enable the Employee to
27 perform the essential functions of the job." Dr. Arpino wrote, "[c]onsistent work schedule
28 starting time at 6 AM."

1 47. Dr. Arpino was also asked on this form to describe how this accommodation would
2 assist Plaintiff in performing the essential functions of his job. Dr. Arpino wrote, "[p]atient has
3 sleep disturbance and requires consistent regular sleep pattern to avoid hypersomnia."

4 48. Plaintiff submitted this form to Ms. Hernandez on or around July 1, 2015.

5 **IV. Plaintiff was subjected to unlawful discrimination.**

6 49. On July 13, 2015, Mr. Cea and WM's Human Resources Manager, Corina
7 Hernandez, met with Plaintiff regarding his request for an ADA-compliant reasonable
8 accommodation. During this meeting, Plaintiff was told that his requested accommodation would
9 be approved with the contingency that Plaintiff would have to change teams from the eBusiness
10 team he had successfully managed for the past 17 months to the SnapShot team. According to
11 Ms. Hernandez and Mr. Cea, the reasons for the change in teams were twofold: first, since Justin
12 Knight, the manager of the SnapShot team, and Plaintiff had both previously indicated that they
13 wanted to move up in the company, this move would give them both better visibility and
14 exposure; and second, by moving Justin Knight to the eBusiness team, Mr. Knight would work
15 a later shift and provide better coverage for the eBusiness team.¹

16 50. In fact, there was no legitimate business reason to move Plaintiff to the SnapShot
17 team. Even other managers in the sales center with whom Plaintiff spoke regarding this change
18 told Plaintiff that they could not see any legitimate business justification for the move. Moving
19 Plaintiff to the SnapShot team did not give him better visibility or exposure. As the manager of
20 the eBusiness team, Plaintiff worked with fifteen of the seventeen markets in the United States
21 and Canada. Moving to the manager of the SnapShot team reduced his exposure to just five
22 markets.

23 51. The exact opposite applied for Mr. Knight. Mr. Knight's exposure in the company
24 was greatly enhanced by the move. He went to the top sales team (which enjoyed that position
25 due, in large part, to Plaintiff's work) with fifteen markets, all supported by the corporate arm of
26

27 ¹ The eBusiness team worked from 5:00 a.m. to 5:00 p.m. whereas the SnapShot team
28 only worked from 5:00 a.m. to 2:30 p.m. each day.

1 WM, and in contrast, Plaintiff was moved to the SnapShot team, with significantly less exposure
 2 (with only five markets) and with a much more precarious position not financially supported by
 3 the corporate arm of WM.

4 52. Mr. Knight was also not put on a later (or rotating) schedule when he was moved
 5 to Plaintiff's position, which was one of the explanations given Plaintiff for the move. From the
 6 time Mr. Knight was moved into the manager of the eBusiness position, he worked from 5:00
 7 a.m. to 1:30 p.m., which were substantially the same hours Plaintiff had worked from February
 8 2014 to mid-April 2015.

9 53. Approximately two days after the July 15, 2015 meeting with Brad Cea and Corina
 10 Hernandez, an announcement was made regarding the decision to move Plaintiff from his
 11 position as manager of the eBusiness team to manager of the SnapShot team and Mr. Knight from
 12 his position as manager of the SnapShot team to manager of the eBusiness team. Plaintiff and
 13 Mr. Knight's roles officially changed on or around August 2, 2015.

14 54. Mr. Knight was much younger than Plaintiff, 32 years old, and was not disabled.

15 55. In or around this same time (mid to late July 2015), Plaintiff filed a Charge of
 16 Discrimination, Charge No. 846-2015-22014, with the U.S. Equal Employment Opportunity
 17 Commission ("EEOC") against WM alleging discrimination. An unperfected copy of the charge
 18 of discrimination had previously been sent to WM on May 1, 2018.

19 56. On or around August 6, 2015, after Plaintiff's official move to the SnapShot team,
 20 Ms. Hernandez sent Plaintiff a letter formally approving his requested accommodation. The
 21 letter states in pertinent part:

22 Due to your current restrictions, you requested a **consistent work schedule**
 23 **starting time at 6am.**

24 After discussing this request with you and evaluating the business needs, we have
 25 determined that we will be able to provide your requested accommodation. This
 26 accommodation will be in place **August 3, 2015 – August 3, 2016**, unless business
 27 needs require that we review this situation earlier.

28 Should you believe you need an extension of this accommodation, or if you later
 determine the accommodation is not working for you, please let me know so that
 we can revisit you [sic] accommodation status.

(Emphasis added.)

1 57. That same day (August 6, 2015), the EEOC mailed a notice of right to sue to
2 Plaintiff, in connection with Charge of Discrimination No. 846-2015-22014, which had been
3 filed by Plaintiff in or around mid to late July 2015.

4 58. Within approximately two weeks of the announcement of the manager change
5 previously described, three employees on the SnapShot team resigned, bringing the total number
6 of employees from 17 down to 14. Later, during approximately the last week of July, WM
7 announced that it was forming a new team for the WI/MN areas and that due to the importance
8 of the new team, WM was moving the three best sales people on the SnapShot team to the new
9 WI/MN team as seed employees to jump start the new team. This brought the number of
10 employees on the SnapShot team down to eleven. On or around August 15, 2015, another
11 employee resigned rather than being terminated due to attendance issues. This brought Plaintiff's
12 new team down to ten employees. On or about September 1, 2015, another employee on the
13 SnapShot team left on FMLA leave, bringing the number of employees down to nine. Despite
14 the significant personnel changes on the SnapShot team, the team goals were achieved.

15 **V. Plaintiff's termination.**

16 59. Approximately two months after moving Plaintiff to the SnapShot team, on
17 September 30, 2015, without warning, Plaintiff's position was eliminated and the nine remaining
18 employees on his team were moved to other teams as part of an alleged reorganization.

19 60. Plaintiff spoke with Ms. Hernandez in Human Resources at the time of his
20 discharge, informing her of the need for WM to retain and not destroy any electronic
21 communications. Ms. Hernandez said there was no need to do so since Plaintiff was laid off (not
22 fired) and the internal record of WM indicated that Plaintiff was eligible for rehire.

23 61. Plaintiff was not moved to another team or even offered a sales position or given
24 time to seek another position in the enterprise as all others had been given every time a team
25 moved or was down-sized.

26 62. No other managers, or other employees, were similarly terminated.
27
28

63. At the time of his termination, Plaintiff was more qualified than many of the managers who were retained, had more tenure, and was the second oldest manager in the sales center. Plaintiff was 56-years-old at the time of his discharge.

64. Consistent with Plaintiff's claim that he was told his position was eliminated, WM's advice to Plaintiff that his position had been eliminated (and contrary to WM's subsequent assertion that Plaintiff was discharged for cause), Plaintiff was given a General Release Agreement to consider, promising him twelve weeks of pay plus a one-time lump sum payment of \$11,250.00, and twelve weeks of COBRA premium payments in excess of his regular employee premium contribution, if he released his claims against WM.

65. Plaintiff was terminated, in whole or in part, because of his age and/or because of his disability, and/or because he had engaged in legally protected activities.

66. As a result of Defendants' actions, Plaintiff has been damaged and continues to be damaged.

67. Plaintiff has also suffered emotional distress because of the illegal and inappropriate treatment he has received from WM.

68. On February 16, 2016, Plaintiff filed a second charge of discrimination with the EEOC against WM alleging discrimination.

69. On August 31, 2018, the EEOC mailed Plaintiff a right to sue.

70. Plaintiff timely filed this lawsuit.

COUNT I

(Violation of the ADA and ADAAA)

71. All previous paragraphs of this Complaint are realleged as if set forth more fully herein.

72. WM violated the ADA, as amended, by discriminating against Plaintiff with respect to the terms, conditions, or privileges of employment because of Plaintiff's impairments or perceived impairments, that substantially limited one or more major life activities, because of a record of such impairments, or because Plaintiff was regarded as having such impairments.

1 73. Plaintiff has a disability or handicap, is perceived as having a disability or handicap,
2 or is regarded as having a disability, or having a record of such impairment within the meaning
3 of the ADA, 42 U.S.C § 12102(1).

4 74. Plaintiff has severe obstructive sleep apnea ("OSA"). He was diagnosed with OSA
5 in 2014. WM was aware of Plaintiff's medical condition and disability. Plaintiff's medical
6 condition is an impairment which substantially limits him, or Plaintiff is perceived as having an
7 impairment that substantially limits him, in one or more major life activities.

8 75. Plaintiff was fully qualified for the position he held at WM and he met the
9 minimum qualifications of the position with or without a reasonable accommodation.

10 76. WM limited, segregated, or classified Plaintiff in a way that deprived or tended to
11 deprive him of employment opportunities or otherwise affected his status as an employee, in
12 violation of the ADA.

13 77. WM failed to or refused to reasonably accommodate Plaintiff's disability. Making
14 an accommodation for Plaintiff would not have been unduly burdensome to the operation of WM.

15 78. WM had a duty to interact with Plaintiff to try to arrive at a reasonable
16 accommodation pursuant to the ADA; however, WM failed to engage in the mandatory
17 interactive process in good faith with Plaintiff, or to attempt in good faith to identify and
18 implement a reasonable accommodation in violation of the ADA.

19 79. WM also failed in its continuing duty to engage in the mandatory interactive
20 process with Plaintiff to attempt in good faith to identify and implement a reasonable
21 accommodation for Plaintiff's disability in violation of the ADA.

22 80. WM terminated Plaintiff because of his disability in violation of the ADA, as
23 amended.

24 81. The effect of these unlawful employment practices has been to classify, limit, and
25 discriminate against Plaintiff in ways that jeopardize and tend to deprive him of his employment
26 opportunities and otherwise adversely affect his status as an employee because of his disability
27 in violation of the ADA.

82. Plaintiff, a victim of WM's unlawful employment practices, has suffered economic damages in an amount to be determined at trial.

83. Furthermore, WM and/or its agents committed the acts or omissions complained of herein intentionally, willfully, maliciously, wantonly, or with reckless indifference to Plaintiff's legal rights and sensibilities. In treating Plaintiff as alleged, WM acted solely to serve its own interests and consciously or callously disregarded the substantial risk of significant harm its acts or omissions would cause Plaintiff. Consequently, Plaintiff is entitled to recovery for his pain and suffering, punitive damages, and all other damages permitted under law in an amount to be proved at trial.

COUNT II

(Retaliation in Violation of the ADA)

84. All previous paragraphs of this Complaint are realleged as if set forth more fully herein.

85. Plaintiff engaged in protected activities by requesting a reasonable accommodation from WM and filing a charge of discrimination with the EEOC while employed by WM.

86. Plaintiff suffered retaliation on the part of Defendant WM for seeking his rights under the ADA when Defendant took the adverse employment actions described herein against Plaintiff affecting the terms, conditions, and privileges of his employment. This retaliation took the form of (1) disciplining Plaintiff inconsistent with Company policy; (2) changing his work schedule; (3) moving Plaintiff to a less prestigious, tenuous position; and (4) terminating Plaintiff's employment.

87. Defendant WM's actions were in violation of the ADA and were not justified by any legitimate, nondiscriminatory business reason.

88. Defendant WM violated the ADA by retaliating against Plaintiff with respect to the terms, conditions, or privileges of his employment because of his request for a reasonable accommodation to work the hours he had worked since the beginning of his employment and for contacting the EEOC because he believed he was being discriminated against in violation of the ADA and reported his consultation with the EEOC to his supervisor and human resources.

89. Plaintiff has suffered retaliation in violation of the ADA and is therefore entitled to recover all remedies available to him under the ADA.

90. As a result of the actions of Defendants WM, Plaintiff has suffered economic damages in an amount to be proved at trial.

91. Defendant WM committed the acts or omissions complained of herein intentionally, willfully, maliciously, wantonly, or with reckless indifference to Plaintiff's legal rights and sensibilities. Defendant WM acted solely to serve its own interests and consciously or callously disregarded the substantial risk of significant harm its acts or omissions would cause Plaintiff. Consequently, Plaintiff is entitled to recovery for his pain and suffering, for punitive damages, and for all other damages permitted under law in an amount to be proved at trial.

COUNT III

(Age Discrimination in Violation of the ADEA)

92. All previous paragraphs of this Complaint are realleged as if set forth more fully herein.

93. The acts, policies, and practices of WM as alleged herein above, violate the ADEA's age discrimination provisions.

94. WM treated Plaintiff differently than other employees or persons who are younger than Plaintiff. This disparate treatment included, but is not limited to, terminating Plaintiff solely as part of an alleged restructuring and retaining other, younger employees and/or employees with less tenure.

95. In subjecting Plaintiff to different and discriminatory treatment in the terms and conditions of his employment different from that of younger employees, WM willfully and intentionally discriminated against Plaintiff on the basis of age.

WHEREFORE, Plaintiff requests that this court enter judgment in his favor and against Defendant WM as follows:

A. Declare that the employment practices complained of in this Complaint are unlawful and that they violate 42 U.S.C. § 12101, *et seq.* (the ADA and ADAAA) and 29 U.S.C. § 621, *et seq.* (the Age Discrimination in Employment Act);

- 1 B. Order Defendant to make Plaintiff whole, pursuant to 42 U.S.C. 12101, *et seq.* (the
2 ADA and ADAAA) and 29 U.S.C. § 621, *et seq.* (the Age Discrimination in
3 Employment Act);
- 4 C. Order Defendant to pay Plaintiff's actual damages in an amount to be proven at
5 trial for all of his claims;
- 6 D. Order Defendant to make Plaintiff whole with full back pay, front pay, and
7 reimbursement for all loss of pension, retirement, insurance, Social Security, and
8 other monetary and non-monetary benefits, all amounts to be proven at trial;
- 9 E. Order Defendant to pay Plaintiff's general and compensatory damages for his
10 economic losses, pain and suffering, emotional distress, harm to reputation and loss
11 of earning capacity, and all special damages or financial losses that Plaintiff has
12 suffered in an amount to be proven at trial;
- 13 F. Order Defendant to pay Plaintiff for loss of fringe benefits in an amount that will
14 be proven at trial;
- 15 G. For additional damages to compensate for the taxation of Plaintiff's economic
16 damages;
- 17 H. For all relief available under Plaintiff's claims for age discrimination, including
18 liquidated damages;
- 19 I. Award Plaintiff prejudgment interest from the date each claim for damages was
20 liquidated;
- 21 J. Award Plaintiff prejudgment interest on all liquidated sums and interest on all sums
22 awarded in judgment at the highest legal rate allowable from the date of judgment
23 until paid;
- 24 K. Award Plaintiff interest on all sums awarded in judgment at the highest legal rate
25 allowable from the date of judgment until paid;
- 26 L. Order Defendant to pay Plaintiff's court costs, expenses, and reasonable attorneys'
27 fees in connection with this action, as provided in applicable statutes;
- 28

- 1 M. Order Defendant to pay Plaintiff punitive damages sufficient to punish Defendant
2 for its malicious actions and to deter such conduct in the future;
3 N. For Plaintiff's continuing costs in this matter; and
4 O. For such other and further relief as this court deems just and proper under the
5 circumstances.

6 DATED this 21st day of November, 2018.

7 JACKSON WHITE

8
9 

10 By: Michael R. Pruitt, SBN 011792
11 Nathaniel J. Hill, SBN 028151
12 40 North Center Street, Suite 200
Mesa, Arizona 85201
Attorneys for Plaintiff

13 ORIGINAL of the foregoing filed with
14 the Clerk of the Court this 21st day of
November, 2018.

15 By: 
16 F:\STU\Smith, Russell\Pleadings\Complaint.docx

EXHIBIT 2

In the Superior Court of the State of Arizona
in and for the County of Maricopa

CV2018-077217

Plaintiff's Attorney Michael R. Pruitt

Attorney Bar Number 011792

Is Interpreter Needed? ☐ Yes ☒ No
If yes, what language:

CHRIS DEROSE, CLERK
BY [Signature] DEP

LEOLTS, FILED
V. Martinez
18 NOV 21 PM 3:14

Plaintiff's Name(s): (List all) Plaintiff's Address: Phone #: Email Address:
Russell A. Smith, c/o Michael R. Pruitt, 40 N Center Street, Ste 200, Mesa, AZ 85201, (480) 464-1111, mpruit@jacksonwhitelaw.com

(List additional Plaintiffs on page two and/or attach a separate sheet).

Defendant's Name(s): (List All)

WM Corporate Services, Inc., a Delaware corporation; John and Jane Does I-X; Black Corporations I-X; White Partnerships I-X; and Red Limited Liability Companies I-X

(List additional Defendants on page two and/or attach a separate sheet)

NATURE OF ACTION

(Place an "X" next to the one case category that most accurately describes your primary case.)

100 TORT MOTOR VEHICLE:

- ☐ 101 Non-Death/Personal Injury
☐ 102 Property Damage
☐ 103 Wrongful Death

110 TORT NON-MOTOR VEHICLE:

- ☐ 111 Negligence
☐ 112 Product Liability – Asbestos
☐ 112 Product Liability – Tobacco
☐ 112 Product Liability – Toxic/Other
☐ 113 Intentional Tort

- ☐ 114 Property Damage
☐ 115 Legal Malpractice
☐ 115 Malpractice – Other professional
☐ 117 Premises Liability
☐ 118 Slander/Libel/Defamation
☐ 116 Other (Specify) _____

120 MEDICAL MALPRACTICE:

- ☐ 121 Physician M.D. ☐ 123 Hospital
☐ 122 Physician D.O. ☐ 124 Other

130 CONTRACTS:

- ☐ 131 Account (Open or Stated)
☐ 132 Promissory Note
☐ 133 Foreclosure
☐ 138 Buyer-Plaintiff
☐ 139 Fraud
☐ 134 Other Contract (i.e. Breach of Contract)
☐ 135 Excess Proceeds-Sale
☐ Construction Defects (Residential/Commercial)
☐ 136 Six to Nineteen Structures
☐ 137 Twenty or More Structures

150-199 OTHER CIVIL CASE TYPES:

- ☐ 156 Eminent Domain/Condemnation
☐ 151 Eviction Actions (Forcible and Special Detainers)
☐ 152 Change of Name
☐ 153 Transcript of Judgment
☐ 154 Foreign Judgment
☐ 158 Quiet Title
☐ 160 Forfeiture
☐ 175 Election Challenge
☐ 179 NCC-Employer Sanction Action (A.R.S. §23-212)

Case No. _____

- ☐ 180 Injunction against Workplace Harassment
☐ 181 Injunction against Harassment
☐ 182 Civil Penalty
☐ 186 Water Rights (Not General Stream Adjudication)
☐ 187 Real Property
☐ Special Action against Lower Courts
 (See Lower Court Appeal cover sheet in Maricopa)
☐ 194 Immigration Enforcement Challenge
 (A.R.S. §§1-501, 1-502, 11-1051)

150-199 UNCLASSIFIED CIVIL:

- ☐ Administrative Review
 (See Lower Court Appeal cover sheet in Maricopa)
☐ 150 Tax Appeal
 (All other tax matters must be filed in the AZ Tax Court)
☐ 155 Declaratory Judgment
☐ 157 Habeas Corpus
☐ 184 Landlord Tenant Dispute- Other
☐ 190 Declaration of Factual Innocence
 (A.R.S. §12-771)

- ☐ 191 Declaration of Factual Improper Party Status
☐ 193 Vulnerable Adult (A.R.S. §46-451)
☐ 165 Tribal Judgment
☐ 167 Structured Settlement (A.R.S. §12-2901)
☐ 169 Attorney Conservatorships (State Bar)
☐ 170 Unauthorized Practice of Law (State Bar)
☐ 171 Out-of-State Deposition for Foreign Jurisdiction
☐ 172 Secure Attendance of Prisoner
☐ 173 Assurance of Discontinuance
☐ 174 In-State Deposition for Foreign Jurisdiction
☐ 176 Eminent Domain- Light Rail Only
☐ 177 Interpleader- Automobile Only
☐ 178 Delayed Birth Certificate (A.R.S. §36-333.03)
☒ 183 Employment Dispute- Discrimination
☐ 185 Employment Dispute-Other
☐ 196 Verified Rule 45.2 Petition
☐ 195(a) Amendment of Marriage License
☐ 195(b) Amendment of Birth Certificate
☒ 163 Other Violation of the ADA and Retaliation
 (Specify)

RULE 26.2 DISCOVERY TIER or AMOUNT PLEADED:

(State the amount in controversy pleaded or place an "X" next to the discovery tier to which the pleadings allege the case would belong under Rule 26.2.)

☐ Amount Pledged \$ _____
 ☐ Tier 1
 ☐ Tier 2
 ☐ Tier 3

EMERGENCY ORDER SOUGHT

- ☐ Temporary Restraining Order
 ☐ Provisional Remedy
 ☐ OSC
 ☐ Election Challenge
☐ Employer Sanction
 ☐ Other (Specify) _____

COMMERCIAL COURT (Maricopa County Only)

- ☐ This case is eligible for the Commercial Court under Rule 8.1, and Plaintiff requests assignment of this case to the commercial Court. More information on the commercial Court, including the most recent forms, are available on the Court's website at <https://www.superiorcourt.maricopa.gov/commercial-court/>.

Additional Plaintiff(s):

Additional Defendant(s):

EXHIBIT 3

CHRIS DEROSE, CLERK
BY: *[Signature]* DEP
J. FOLTS, FILED
V. Martinez
18 NOV 21 PM 3:17

JACKSONWHITE
ATTORNEYS AT LAW
A Professional Corporation

40 North Center Street, Suite 200
Mesa, Arizona 85201
Telephone No.: (480) 464-1111
Facsimile No.: (480) 464-5692
Email: centraldocket@jacksonwhitelaw.com
Attorneys for Plaintiff
By: Michael R. Pruitt, SBN 011792
Email: mpruitt@jacksonwhitelaw.com
Nathaniel J. Hill, SBN 028151
Email: nhill@jacksonwhitelaw.com

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Russell A. Smith, a single man,
Plaintiff,

v.

WM Corporate Services, Inc., a Delaware
corporation; John and Jane Does I-X;
Black Corporations I-X; White
Partnerships I-X; and Red Limited
Liability Companies I-X,
Defendants.

CV2018-097217

Case No.: CV _____

**CERTIFICATE RE:
COMPULSORY ARBITRATION
PURSUANT TO RULE 72**

The undersigned certifies that he or she knows the dollar limits and any other limitations set forth by the local rules of practice for the applicable superior court, and further certifies that this case is not subject to compulsory arbitration, as provided by Rules 72 through 76 of the Arizona Rules of Civil Procedure.

///

///


1 **DATED** this 21st day of November, 2018.

2 **JACKSON WHITE**

3
4 

5 By: Michael R. Pruitt, SBN 011792
6 Nathaniel J. Hill, SBN 028151
7 40 North Center Street, Suite 200
8 Mesa, Arizona 85201
9 Attorneys for Plaintiff

10 **ORIGINAL** of the foregoing filed with
11 the Clerk of the Court this 21st day of
12 November, 2018.

13
14
15
16
17 By: 

18 F:\STU\Smith, Russell\Pleadings\Certificate Re Compulsory Arbitration.docx
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EXHIBIT 4

CHRIS DE ROSE, CLERK
BY  DEP

J. FOLTS, FILED

V. Martinez

18 NOV 21 PM 3: 17

JACKSON WHITE
ATTORNEYS AT LAW
A Professional Corporation

40 North Center Street, Suite 200
Mesa, Arizona 85201
Telephone No.: (480) 464-1111
Facsimile No.: (480) 464-5692
Email: centraldocket@jacksonwhitelaw.com
Attorneys for Plaintiff
By: Michael R. Pruitt, SBN 011792
Email: mpruitt@jacksonwhitelaw.com
Nathaniel J. Hill, SBN 028151
Email: nhill@jacksonwhitelaw.com

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Russell A. Smith, a single man,
Plaintiff,

v.

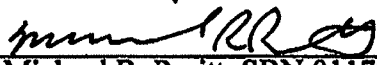
WM Corporate Services, Inc., a Delaware
corporation; John and Jane Does I-X;
Black Corporations I-X; White
Partnerships I-X; and Red Limited
Liability Companies I-X,
Defendants.

Case No.: CV 2018-097217
DEMAND FOR JURY TRIAL

Pursuant to Ariz.R.Civ.P. 38(b), Plaintiff files his demand for a jury trial in this matter.

DATED this 21st day of November, 2018.

JACKSON WHITE


By: Michael R. Pruitt, SBN 011792
Nathaniel J. Hill, SBN 028151
40 North Center Street, Suite 200
Mesa, Arizona 85201
Attorneys for Plaintiff

///

1 ORIGINAL of the foregoing filed with
2 the Clerk of the Court this 21st day of
November, 2018.

3
4 By: 
FASTU\Smith, Russell\Pleadings\Demand For Jury Trial.docx

EXHIBIT 5

Office Distribution

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

****FILED****

01/30/2019

by Superior Court Admin
on behalf of Clerk of the
Superior Court

01/26/2019

COURT ADMINISTRATION

Ct. Admin
Deputy

Case Number: CV2018-097217

Russell A Smith

V.

W M Corporate Services Inc

The Judge assigned to this action is the Honorable David Palmer

NOTICE OF INTENT TO DISMISS FOR LACK OF SERVICE

You are hereby notified that the complaint filed on 11/21/2018 is subject to dismissal pursuant to Rule 4 (i) of the Arizona Rules of Civil Procedure. The deadline for completing service is 02/19/2019. If the time for completing service has not been extended by the court and no defendants have been served by this date, the case will be dismissed without prejudice.

All documents required to be filed with the court should be electronically filed through Arizona Turbo Court at www.azturbocourt.gov.

Superior Court of Maricopa County - integrated Court Information System

Endorsee Party Listing

Case Number: CV2018-097217

| Party Name | Attorney Name | |
|-----------------|------------------|----------------|
| Russell A Smith | Michael R Pruitt | Bar ID: 011792 |

EXHIBIT 6

Michael Pruitt
Jackson White Law
40 N. Center St.
Mesa, AZ 85201
(480) 464-1111
Bar No. 011792

CHRIS BERGSE, CLERK
BY 
D. HILL, FILED

19 FEB 19 PM 4:52

 ORIGINAL

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

RUSSELL A. SMITH,

Plaintiff,

Case Number: CV2018-097217

vs.

DECLARATION OF SERVICE BY A
PRIVATE PROCESS SERVER

WM CORPORATE SERVICES, INC., et al,
Defendant.


Received by Rush Hour Legal Service to be served on WM CORPORATE SERVICES, INC.,.

I, Russell D. Hoffman, do hereby affirm that on the 15th day of February, 2019 at 2:10 pm, I:

served WM CORPORATE SERVICES, INC., by delivering a true copy of the **Summons; Complaint; Demand for Jury Trial; Certificate of Compulsory Arbitration** with the date and hour of service endorsed thereon by me, to: **CT CORPORATION SYSTEM Scott Whaley (Agent) (Statutory Agent)** at the address of: **3800 N. Central Ave. Suite 460, Phoenix, AZ 85012**, and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 40, Sex: M, Race/Skin Color: White, Height: 5'9", Weight: 200, Hair: Brown, Glasses: N

I, being fully qualified under ARCP 4(e) to serve process within the State of Arizona and having been so appointed by Maricopa County Superior Court, Declare under penalty of perjury that the foregoing is true and correct and was executed on the above date.


Russell D. Hoffman
Process Server MC-7486

Rush Hour Legal Service
P.O. Box 30987
Mesa, AZ 85275
(480) 797-9483

Our Job Serial Number: RUL-2019000338
Ref: Russell Smith; 31927-001; M. Pruitt
Service Fee: \$75.00



EXHIBIT 7

3/5/2019

Civil Court Case Information - Case History

[Skip To MainContent](#)

Civil Court Case Information - Case History

Case Information

Case Number: CV2018-097217 Judge: Palmer, David
 File Date: 11/21/2018 Location: Southeast
 Case Type: Civil

Party Information

| | | | |
|----------------------------|--------------|------|----------------|
| Party Name | Relationship | Sex | Attorney |
| Russell A Smith | Plaintiff | Male | Michael Pruitt |
| W M Corporate Services Inc | Defendant | | Pro Per |

Case Documents

| Filing Date | Description | Docket Date | Filing Party |
|--|---------------------------------------|-------------|--------------|
| 2/19/2019 | AFS - Affidavit Of Service | 2/22/2019 | |
| NOTE: WM CORPORATE SERVICES INC | | | |
| 1/30/2019 | 322 - ME: Notice Of Intent To Dismiss | 1/30/2019 | |
| 11/21/2018 | CCN - Cert Arbitration - Not Subject | 11/27/2018 | |
| 11/21/2018 | COM - Complaint | 11/27/2018 | |
| 11/21/2018 | CSH - Coversheet | 11/27/2018 | |
| 11/21/2018 | NJT - Not Demand For Jury Trials | 11/27/2018 | |

Case Calendar

There are no calendar events on file

Judgments

There are no judgments on file

EXHIBIT 8

Shayna H. Balch, SBN 024852
 Lori A. Guner, SBN 031646
 FISHER & PHILLIPS LLP
 3200 N. Central Avenue, Suite 805
 Phoenix, Arizona 85012-2407
 Telephone: (602) 281-3400
 Fax: (602) 281-3401
 sbalch@fisherphillips.com
 lguner@fisherphillips.com

Attorneys for Defendant
 WM Corporate Services, Inc.

SUPERIOR COURT OF ARIZONA
COUNTY OF MARICOPA

Russell A. Smith,

 Plaintiff,

 v.

 WM Corporate Services, Inc.,

 Defendants.

No. CV2018-097217

**NOTICE OF REMOVAL OF
 ACTION TO THE UNITED STATES
 DISTRICT COURT, DISTRICT OF
 ARIZONA**

(Assigned to the Honorable David
 Palmer)

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that on March 7, 2019, Defendant WM Corporate Services, Inc. filed a Notice of Removal of this Action from the Superior Court of Arizona, County of Maricopa, to the United States District Court, District of Arizona. A true and correct copy of the Notice of Removal of Action is attached as **Exhibit A**.

DATED this 7th day of March, 2019.

FISHER & PHILLIPS LLP

By s/ Shayna H. Balch

Shayna H. Balch
 Lori A. Guner
 3200 N. Central Avenue, Suite 805
 Phoenix, Arizona 85012-2407
 Attorneys for Defendant

FISHER & PHILLIPS LLP
 3200 N. Central Avenue, Suite 805
 Phoenix, Arizona 85012-2407
 (602) 281-3400

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of March 2019 I electronically transmitted the attached document to the Clerk's Office using TurboCourt for filing, and I hereby certify that a copy of the foregoing document was served through TurboCourt and via U.S. Mail, postage prepaid, on the following:

Michael R. Pruitt
Nathanial J. Hill
Jackson White
40 North Center Street, Suite 200
Mesa, Arizona 85201
Attorneys for Plaintiff

s/ Michelle C. Colwell

FISHER & PHILLIPS LLP
3200 N. Central Avenue, Suite 805
Phoenix, Arizona 85012-2407
(602) 281-3400